



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT1146-ECOLABX
EFFECTIVE BEGIN DATE: 01-01-2005
EXPIRATION DATE: 12-31-2005
PAGE: 1 of 4

BUYER : RANDALL STAPP
Randall.Stapp@iowa.gov
515-242-5005

PAYMENT TERMS (%): DAYS:

VENDOR:

Ecolab Inc
Institutional Div.
PO Box 70343
Chicago, IL 60673-0343
USA

VENDOR CONTACT:

VICKI KLINE
PHONE: 800-759-2837 EXT:
EMAIL:
VENDOR #: 41023151001

DESCRIPTION OF ITEMS CONTRACTED

Secondary Contract for water treatment products/services.

Secondary contract to provide hands-off "liquid" water treatment chemicals, equipment and services pursuant to RFP70300S004 dated November 15, 2002, on file with the Department of Administrative Services, General Services Enterprise, Hoover Building - Level A, Des Moines, Iowa, 50319-0105.

RENEWAL PERIODS REMAINING

5 Years

THRESHOLDS

MINIMUM ORDER AMOUNT:
MAXIMUM ORDER AMOUNT:
NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

TOTAL \$2,319.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
1	0.00000		885 WATER AND WASTEWATER TREATING CHEMICALS Services associated with water treatment chemicals, equipment and monthly services.	\$0.000000
2	1.00000	MO	96223251503 CONTRACTOR SHALL SUPPLY CHEMICALS, POLYMERS, EQUIPMENT AND S Iowa State Penitentiary at Fort Madison, Iowa, receives monthly service as authorized by Walt McClain and Brad Hier.	\$1,157.000000
3	1.00000	MO	96223251503 CONTRACTOR SHALL SUPPLY CHEMICALS, POLYMERS, EQUIPMENT AND S Anamosa State Penitentiary at Anamosa, Iowa, receives monthly service as authorized by Greg Wagner and Harry Brown.	\$796.000000
4	0.00000		96223251503 CONTRACTOR SHALL SUPPLY CHEMICALS, POLYMERS, EQUIPMENT AND S 4. EACH FACILITY SHALL DETERMINE WHICH CONTRACTOR (PRIMARY OR SECONDARY) BEST SERVES THEIR REQUIREMENTS AND PROVIDE A SIGNED "LETTER OF AUTHORIZATION" ON FACILITY LETTERHEAD AUTHORIZING THE VENDOR TO BEGIN SERVICES ON A SPECIFIC DATE AND ITEMIZING THE SPECIFIC CONTRACT PRICING (COMPLIANT WITH THESE CONTRACT TERMS) WHICH IS AGREED UPON DURING THE SITE VISIT. THIS LETTER SHALL BE COPIED VIA E-MAIL TO ALL VENDORS WHO WERE CONTRACTED FOR FACILITY CONSIDERATION AND TO CRAIG DEICHMANN AT THE DESIGN AND CONSRUCTION DIVISION OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES CRAIG.DEICHMANN@IOWA.GOV THIS CONTRACT INCLUDES THE PROVISION AND INSTALLATION OF ALL EQUIPMENT NECESSARY FOR COMPLETE AND SATISFACTORY PROVISION OF WATER TREATMENT TO THE FACILITY. THIS CONTRACT INCLUDES THE INSTALLATION OF ALL EQUIPMENT WITH SCHEDULE 80 PVC THREADED PIPING. METHOD OF CONTRACT IMPLEMENTATION: 1. EACH STATE FACILITY SHALL DETERMINE IF SOLID OR LIQUID CHEMICAL FORMS ARE BEST SUITED FOR THEIR FACILITY 2. THE FACILITY SHALL CONTACT FIRST THE PRIMARY, THEN THE SECONDARY CONTRACT VENDOR(S), WHO OFFER THE APPROPRIATE FORM OF CHEMICALS, IN WRITING ON FACILITY LETTERHEAD FOR FURTHER CONSIDERATION. 3. EACH VENDOR WHO IS CONTACTED BY THE FACILITY SHALL VIIST THE SPECIFIC FACILITY AND PROVIDE: - STANDARD MONTHLY WRITTEN REPORT FORM (IN HARD COPY AND ON DISC SUITABLE FOR E-MAILING) - FIRM MONTHLY INVOICING (REGARDLESS OF THE QUANTITIES CONSUMED) AND AN OPTION OF INVOICING BASED ON THE QUANTITIES CONSUMED. - RECOMMENDATIONS OF CHEMICAL TREATMENT SYSTEMS AND CHEMICALS - RECOMMENDED MONTHLY SERVICE SCHEDULE - IDENTIFICATION OF THE SPECIFIC SERVICE TECHNICIAN WHO SHALL PROVIDE MONTHLY SERVICE - INSURANCE CERTIFICATES - APPLICABLE E-MAIL ADDRESSES TO ACCEPT AND RECEIVE FORMS AND CORRESPONDENCE - ADDITIONAL INFORMATION AS REQUIRED OR REQUESTED BY THE FACILITY	\$0.000000
5	0.00000		96223251503 CONTRACTOR SHALL SUPPLY CHEMICALS, POLYMERS, EQUIPMENT AND S 10.) INVOICING SHALL BE PROVIDED MONTHLY, BASED UPON ONE OF THE OPTIONS, WHICH MAY BE REQUESTED BY THE INDIVIDUAL FACILITY: - PRICING BASED UPON THE MONTHLY PRODUCTS/SERVICES CONSUMED - PRICING BASED UPON A FIRM ANNUAL PRICE REGARDLESS OF THE PRODUCTS/SERVICES CONSUMED 11.) INSTALLATIONS SHALL BE PROVIDED WITH SCHEDULE 80 PVC THREADED PIPING 12.) RFP70300S004, SECTION 3.17 LEVEL OF SERVICE, SHALL APPLY TO THIS CONTRACT. 13.) CONTACT PERSONNEL: - TIM BARNHOUSE, DISTRICT MANAGER FOR TECHNICAL SUPPORT - JIM BECK, WATER CARE SPECIALIST FOR FRONT-LINE SERVICE - JIM APLINGTON, WATER CARE SPECIALIST FOR FRONT-LINE SERVICE - BILL MCCULLOUGH, WATER CARE SPECIALIST FOR FRONT-LINE SERVICE	\$0.000000



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST
			FRONT-LINE SERVICE IS PROVIDED TO BY BILL MCCULLOUGH AT: - E-MAIL: B.MCCULLOUGH@ECOLAB.COM - CELL PHONE: 563-340-5152 - HOME PHONE: 319-654-8484 NOTE: Contract pricing has been held firm for the years of 2003, 2004 and 2005. Bill McCullough expects pricing to be increased by approx. six (6) percent for the 2006 renewal year (in the event contract renewal is authorized). ADDITIONAL CONTRACT TERMS: 1.) PRODUCTS AND CHEMICALS SHALL BE PROVIDED AT GSA PRICING WHICH IS DISCOUNTED FROM THE JUNE 1, 2002, ECOLAB PRICE LIST. 2.) EQUIPMENT SHALL BE PROVIDED AT 10% DISCOUNT FROM THE CURRENT ECOLAB SUPPLIERS PRICE LISTS. 3.) THERE SHALL BE NO TRIP-CHARGE INVOICED TO FACILITY SITES. 4.) THERE SHALL BE NO LABOR-CHARGE INVOICED FOR WORK ON-SITE. 5.) THERE SHALL BE NO FREIGHT CHARGES FOR DELIVERY TO FACILITY SITE. 6.) PRODUCTS WHICH ARE FOUND DAMAGED, DEFECTIVE OR INCORRECTLY SHIPPED SHALL BE RETURNED FREIGHT-COLLECT WITHIN 60 DAYS AFTER RECEIPT. 7.) PRODUCTS AND EQUIPMENT SHALL BE DELIVERED WITHIN 10 DAYS AFTER RECEIPT OF ORDER. 8.) ORDERS SHALL BE ACCEPTED VIA: - PHONE NUMBER 800-759-2837 - FAX NUMBER 651-293-0343 - E-MAIL: B.MCCULLOUGH@ECOLAB.COM 9.) PAYMENT SHALL BE ACCEPTED VIA MASTERCARD AT NO ADDITIONAL DISCOUNT 6 1.00000 MO 96223251503 \$366.000000 CONTRACTOR SHALL SUPPLY CHEMICALS, POLYMERS, EQUIPMENT AND S Iowa Juvenile Home, Toledo, Iowa, receives monthly service as authorized by Karen Connel.	



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TERMS AND CONDITIONS

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.